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CFM TEST COPY FOR PUBLIC HEARINGS

November 18, 1971

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*Handwritten signature*Introduction

I wish to complement the Council for the care of the hearings and study which it has undertaken in connection with the proposed new proposal--the first use of 121B.

I wish also to thank you for the consideration which you have extended to the owners and tenants and to all interested parties.

Peruzzi Letter

I wish at this time to respond to a statement in a question posed by Councillor Langone in the hearing on November 5, 1971 concerning the question he raised in connection with the authorization of one of the persons whom I represent.

I should like to read to you and introduce a letter from Mr. Aldo C. Fioravanti, dated November 17, 1971.

In this connection, Mr. Chairman and members of the Council, I wish to emphasize to you the profound concern which these owners and tenants--and many of their employees--and others within the area--feel in connection with this proposal. To them their jobs, their life's work, are at stake. The constitutional and legal questions--the factual issues in dispute, are not abstractions to them. The decision that you make to approve or disapprove this proposal will have a profound effect upon their lives and livelihoods.

During the course of these hearings you have listened to an enormous amount of testimony and have been presented with complex and detailed documents.













Right to Clearance

Similarly, his testimony is based on the fact that he has seen the use or misuse of federal resources in carrying out their mission.

The fact is that the so-called federal guidelines and policies do not apply under 8.121B. Mr. Kennedy has not shown that the guidelines are methods which the DRA has used in making its determination of right and decadence.

In his testimony of November 5, he admitted that he knows that the federal guidelines were at times used by the DRA in making its determination.

In understanding his testimony, we can see that in order to support many of his conclusions--ESPECIALLY THE WARRANTING CLEARANCE--he is forced to utilize the right and decadence of both Parcels D and E in order to attempt to persuade you that the entire project area warrants clearance.

This guilt by association argument is a contrivance and is not supported by the facts.



...of the ...  
questions raised by Mr. Kenney, and ...  
authoritative for you the major reasons ...  
areas. Parcels A-C argue that you are ...  
will be pleased to answer any ...  
with Mr. Kenney's testimony if ...  
useful.

Summary of the reasons why the plan is not in the public interest!

Disapprove the Plan

I. Parcels A-C are not blighted and do not serve a public purpose as required.

A. Blight:

The Redevelopment Authority has admitted to you in its ...  
of its conclusions that the project area, including ...  
decadent.

We have contended that Parcels A-C are ...  
decadent by any fair or objective standards. We submit that Parcels D and E  
have been included in this plan in order to persuade you that the entire area  
warrants clearance.

Since there is no pretence by the Authority to have presented you with  
plan for D and E, this evident that this is a contrivance.

I urge that the Council obtain from the Authority the actual evidence  
and findings, parcel by parcel, upon which they conclude that the entire area  
warrants clearance.

The most significant determination made by you in approving or dis-  
approving the plan will be the critical finding that the area is in fact blighted and  
decadent.

*s could  
help  
be  
demolished!*

























publications.

There has been conflicting information from the city and the developer are not sure that the city is not going to use the land. The city of Los Angeles, Mr. Kenney, and Mr. Zuckerman, who is the city's chief of staff, he had pointed out the fact that the city is not going to use the land. Reference Code that would provide for the use of such a bond to finance the land is directly contrary to their earlier work, and that is the point of view.

Such a bond issue could be used for the purpose of the provisions of the Internal Revenue Code.

Accordingly, we would urge that the city, if it is not intending such usage for land acquisition, then what specific financial plan and provision is there for the land acquisition?

It would appear that the entire provisions for the use of such a bond usage contained in the Letter of Intent should be removed. 205-4

If as Mr. Kenney states the DRI means only to permit leasing for an interim period, the Letter of Intent should be restricted to the provisions which rest in the developer these provisions for the just benefit.

#### D. Sale of the Public Land

Another giveaway is the provision that the developers can walk away from the deal unless they can buy the city streets land--not for the fair market value--but for a maximum of \$2 million.









They are not financial documents. They are not financial plans.

There is no financial plan.

Further, the City of Boston is not a party to the plan and has no jurisdiction. The plan is a private agreement between D and L.

The plan is not a financial plan. It is a private agreement between D and L. It is not a financial plan. It is a private agreement between D and L.

For this reason alone, the plan is not a financial plan.

#### IV. Private

The plan presently before the City of Boston is a private agreement for the private purposes of parking. The plan is not a financial plan. Under Mass. law, the City should have approved the plan for the transfer of such parkland and must have provided for the replacement of such parkland in the area.

They have made no such provision. The plan is not a financial plan. The plan clearly shows. Nor have they made any provision for the replacement of the documents for the replacement of the parkland.

All of their time schedules, therefore, are private. Therefore, because we have no way of knowing whether or not the great and powerful Court would permit such sale of the parkland now or at some later date.

It appears from the testimony that this parkland is located in the area of the hotel and parking complex which was previously the first

How much land?















